

Panaji, 1st July, 2021 (Asadha 10, 1943)

SERIES II No. 14

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 13 dated 24-06-2021 namely, Extraordinary dated 28-06-2021 from pages 269 to 270 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 50/3/(71)/Elec/DSDV/BOD/RCS/19/690

Read: Letter No. 5-9-93/ADM/1010 dated 29-10-2020 received from the Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa to grant exemption of Section 59(4) in terms of Section 126A of the Goa Co-op. Societies Act, 2001 to Dudhsagar Sahakari Dudh Vyavsaik Sauntha Maryadit, Collem, Dharbandora-Goa.

In pursuance of the powers vested under Section 126A of the Goa Co-operative Societies Act, 2001, the Government of Goa hereby exempts Dudhsagar Sahakari Dudh Vyavsaik Sauntha Maryadit, Collem, Dharbandora-Goa from the provisions of Section 59(4) of the Goa Co-operative Societies Act, 2001, so as to enable Dudhsagar Sahakari Dudh Vyavsaik Sauntha Maryadit, Collem, Dharbandora-Goa to constitute its full fledged Board of Directors for the term 2019-2024.

The exemption so granted shall be valid for a period of one month or until the three vacant posts of the Board of Directors are duly filled in whichever is earlier.

By order and in the name of the Governor of Goa.

Arvind B. Khutkar, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 23rd June, 2021.

Order

No. 3/12/Urban Credit/TS II/NZ/2019/RCS/671

- Read: 1) Circular No. 6-13-81/EST/RCS/Part V dated 06-03-2020.
2) Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.
3) Letter No. ARCS/NZ/PLN/Registrar's Nominee dated 16-04-2021.

Whereas, Adv. Sushma T. Mandrekar alias Sushma Harish Chodankar, having Office at H. No. 713/33, Ardhawada, Mayem, Bicholim-Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 vide Order read at Sr. No. 2 above.

And whereas, now a request has been received from the Asstt. Registrar of Co-op. Societies, North Zone, Mapusa-Goa vide their letter read at Sr. No. 3 above to designate Adv. Sushma T. Mandrekar alias Sushma Harish Chodankar, as their dedicated nominee to adjudicate disputes referred by The Panchasheela Urban Co-op. Credit Society Ltd., Assonora, Bardez-Goa.

In view of above, the above named nominee Adv. Sushma T. Mandrekar alias Sushma Harish Chodankar in exercise of powers conferred under Section 123(B) of the Goa Co-op. Societies Act, 2001, I, the undersigned hereby authorize the above named nominee to entertain the disputes referred to her on recovery of loan overdues matter by The Panchasheela Urban Co-op. Credit Society Ltd., Assonora, Bardez-Goa.

When a purported dispute is referred by the society, the above named nominee is authorised to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act whether the matter referred by society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86.

Only upon the nominee satisfying that there exists a dispute she shall proceed to adjudicate the same and give award accordingly. The nominee shall abide by the terms and condition on which he was originally appointed as nominee read at Sr. 2 above.

This appointment shall come into force with immediate effect and shall remain in force for one year and same can be withdrawn at any stage without assigning any reason.

Arvind Khutkar, Registrar (Co-op. Societies).

Panaji, 18th June, 2021.

Order

No. 3/9/Urban Credit/TS II/NZ/2018/RCS/632

- Read: 1) Circular No. 6-13-81/EST/RCS/Part V dated 06-03-2020.
2) Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.
3) ARCS/NZ/PLN/Registrar's Nominee/152 dated 16-04-2021.

Whereas, Adv. Shivaji B. S. Bhangui, having Office at c/o P. J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board comm. & Res. Complex, Journalist Colony, Alto Porvorim, Bardez-Goa was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 vide Order read at Sr. No. 2 above.

And whereas, now a request has been received from the Asstt. Registrar of Co-op. Societies, North Zone, Mapusa vide their letter read at Sr. No. 3 above to designate Adv. Shivaji B. S. Bhangui, as their dedicated nominee to adjudicate disputes referred by The Candolim Urban Co-op. Credit Society Ltd., Candolim, Bardez-Goa.

Therefore, in exercise of powers conferred under Section 123 B of the Goa Co-op. Societies Act, 2001, I, the undersigned hereby authorise Adv. Shivaji B. S. Bhangui, to entertain all disputes referred to him in the matter of recovery of outstanding loans by The Candolim Urban Co-op. Credit Society Ltd., Candolim, Bardez-Goa.

When a purported dispute is referred by the society, the above named nominee is authorised to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86 of the Act.

Only upon the nominee satisfying that there exists a dispute he shall proceed to adjudicate the same and give award accordingly. The nominee shall abide by the terms and condition on which he was originally appointed as nominee read at Sr. 2 above

This appointment shall come into force with immediate effect and shall remain in force for one year and same can be withdrawn at any stage without assigning any reason.

Arvind Khutkar, Registrar (Co-op. Societies).

Panaji, 17th June, 2021.

Order

No. 6-37-2006/EST/RCS/555

On the recommendation of the Departmental Promotion Committee, the following officials holding the post of Multi Tasking Staff, in the office of the Registrar of Co-op. Societies, Panaji are hereby promoted to the post of Lower Division Clerk, Group "C" in the pay matrix level-2 on regular basis with immediate effect and posted at the place shown in column No. 4.

Sr. No.	Name of the officials	Present posting of the officials	Transfer on promotion to the post of Lower Division Clerk	Budget Head
1	2	3	4	5
1.	Shri Raju V. Adkonkar	O/o the Registrar of Co-op. Societies, Headquarters, Panaji	O/o the Registrar of Co-op. Societies, Headquarters, Panaji	2425 — Co-operation, 00 —, 101 — Audit of Co-operatives, 01 — Audit (Non Plan), 01 — Salaries (against the vacant post).

1	2	3	4	5
2.	Shri Prakash C. Gaude	O/o the Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda	O/o the Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda	2425 — Co-operation, 00 —, 001 — Direction and Administration, 01 — Direction (Non Plan), 01 — Salaries.

The above officials may exercise their option for fixation of pay under FR 22(1)(a)(1) within one month from the date of issue of this order.

Arvind B. Khutkar, Registrar (Co-op. Societies).

Panaji, 14th June, 2021.

Department of Home

Home-General Division

Order

No. 24/31/2014-HD(G)/Part/2364

Read: Memorandum No. 24/31/2014-HD(G) dated 11-02-2021.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/58(1)/2020/873 dated 29-12-2020, the Government is pleased to appoint the following candidates as probationers to the post of Assistant Public Prosecutors (Group 'A' Gazetted) in the Directorate of Prosecution in Level-10 of the pay matrix. His/Her pay will be fixed in accordance with CCS (Revised Pay) Rules, 2016, with immediate effect:-

1. Valanka alias Laximi Babu Redker.
2. Shivani Pandharinath Bodke.
3. Latoya Krita Sequeira Carvalho.
4. Joyce Matilda Rodrigues.
5. Laxman Ramnath Sawant.
6. Manoj Manohar Naik (OBC).
7. Harshal Vijay Ghate (OBC).
8. Sukruti Ravindra Chodankar (OBC).
9. Sandhya Umesh Naik (OBC).
10. Prilam Premanand Phadte (OBC).
11. Pritam Gautam Surlikar (ST).
12. Tejas Tukaram Pawar (SC).

2. The above candidates have been declared medically fit by the Medical Board. Their character and antecedents have been verified.

3. The above candidates shall be on probation for a period of two years with effect from their date of joining.

4. The pay and allowances of the above candidates shall be debited to the Budget Head controlled by the Directorate of Prosecution wherever they are posted from time to time.

5. The above candidates shall join their duties in the Directorate of Prosecution with immediate effect.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary-II (Home).

Porvorim, 24th June, 2021.

Goa Human Rights Commission

Office of the Goa Human Rights Commission

BEFORE THE GOA HUMAN RIGHTS
COMMISSION

Panaji-Goa

Proceeding No. 15/2019

Dr. Roopa Belurkar,
R/o F-4, Bldg. E,
Adwalpalkar Legend,
Shankarwadi, Taleigao,
Goa-403002.

... Complainant

V/s

- 1) The Principal,
Parvatibai Chowgule College,
Gogol, Margao-Goa.
- 2) The Director of Higher Education,
Directorate of Higher Education,
Government of Goa,
Porvorim, Bardez-Goa

... Respondents

INQUIRY REPORT/ORDER
(22nd March, 2021)

The Complaint dated 14-01-2019 was received from the Complainant, complaining of violation of her human rights by the Respondent No.1, by delay of her salary payments from July, 2018.

2. The Complainant states that she is Head of the Department of Chemistry of Smt. Parvatibai Chowgule College, Margao. She states that, on 22-02-2018, she had applied for Child Care Leave for 315 days from 20-06-2018 to 30-04-2019 and after several emails to the Respondent No. 1, she received letter dated 12-11-2018 from the Respondent No. 2 stating that the college had informed Respondent No. 2 by letter dated 13-04-2018 that the Child Care Leave of the Complainant had been sanctioned by the college management.

3. The Complainant states that till 19-06-2018, she was not given sanction letter despite her email to the Respondent No. 1. She informed the Respondent No.1 that she is proceeding on Child Care Leave on 20-06-2018.

4. The Complainant further states that, to cause her harassment, Respondent No.1 sent an email to her that any leave without sanction will be treated as leave without pay. She states that her salary from the months of July, 2018 to November, 2018 was paid in December, 2018 without any interest on the delayed payments.

5. The Complainant prays before this Commission for taking action against the Respondent No.1 for violating her human rights and to direct the Respondent No. 1 to pay interest at the rate of 8% on delayed salary from July, 2018 and also for compensation.

6. The Respondent No. 1 filed their reply on 12-03-2019 denying the contents of the complaint. They stated that they have followed the standard procedure for processing the application for leave by the staff of the college and as the substitute candidate could not join duties, the sanction letter could not be given to the Complainant to proceed on Child Care Leave. They prayed that the proceedings be disposed with costs.

7. The Respondent No. 2 filed their reply on 19-03-2019. They submitted that the Respondent No. 1 by letter dated 13-04-2018 had informed the Respondent No. 2 that the college management had sanctioned Child Care Leave of the Complainant and had requested for NOC for the appointment or substitute Assistant Professor in Chemistry on

contract basis from 20-06-2018 to 30-04-2019. They stated that they conveyed approval for the same with the NOC dated 02-05-2018.

8. They stated that on receiving the application from the Complainant dated 28-09-2018, that her salary has not been credited to her account since July, 2018, they called for the report from the Respondent No. 1, who submitted the report dated 24-10-2018.

9. The Respondent No. 2 states that by their letter dated 12-11-2018, they informed the Respondent No. 1 that the college could not apply "Leave without pay", rule in this case and the College was instructed to pay the salary or they would have to face the consequences and they were also informed that the Complainant has not received salary which is a violation of her human rights.

10. The Complainant filed Affidavit-in-Rejoinder on 03-05-2019 and the Respondent No. 1 filed his Affidavit-in Sur Rejoinder on 03-11-2020.

11. The Commission has heard Ld. Advocate Shri Sachin Desai for the Complainant and he also filed his written arguments. So also the Commission heard Ld. Advocate Shri Amey Prabhudessai for the Respondent No.1 and Shri D. N. Rane, Consultant (Administration) for the Respondent No. 2.

12. On going through the complaint, replies of the Respondents, affidavits on record and the documents of the parties, the Commission finds that there is no dispute that the Complainant had infact applied for Child Care Leave for 315 days from 20-06-2018 to 30-04-2019 well in advance, i.e. by application dated 22-02-2018.

13. As seen from the letter of the college dated 13-04-2018, the Respondent No. 1 had informed the Respondent No. 2 that the management has sanctioned Child Care Leave from 20-06-2018 to 30-04-2019 of the Complainant on the condition that NOC to fill up the resultant vacancy is obtained from Respondent No. 2 and the NOC was requested. There is also no dispute that the Respondent No. 2, by letter dated 02-05-2018 had informed the Respondent No. 1 of the NOC for appointment of the substitute Assistant Professor.

14. The Commission agrees with Ld. Advocate Shri Sachin Desai for the Complainant that the Child Care Leave of the Complainant had been duly sanctioned by the Respondent No. 1, as communicated to the Respondent No. 2 by letter dated 13-04-2018. However, the Respondent No. 1 had only not issued the sanction letter to the Complainant.

15. As per the Circular dated 10-08-2012, issued by the Department of Personnel, Government of Goa, it was stated that all Heads of Department/Offices ensure that no Child Care Leave be rejected without approval of the Government.

16. The Child Care Leave of the Complainant having been approved by the Respondent No. 1 as per their letter dated 13-04-2018, the Child Care Leave has to be considered as having been duly sanctioned by the Respondent No. 1.

17. Ld. Advocate Shri Amey Prabhudesai for the Respondent No. 1 contended that the substitute candidate did not join duty on 19-06-2018 and hence, the sanction letter could not be given to the Complainant.

18. However, the Respondent No. 1 has not produced any documents to show that the substitute had not joined the duty. It is very relevant that the Complainant had applied under the Right to Information Act, to the PIO of the Respondent No. 1 for details in respect of substitute candidate and the payments made to the substitute faculty during the Child Care Leave, by her applications dated 23-12-2020 and 12th January, 2021, and yet she received no replies.

19. As per the letter of Respondent No. 2 dated 12-11-2018, they had informed the Respondent No.1 that there is no question of the Complainant remaining absent from duty without authorization and the College will not be able to apply "Leave without pay" rule in this case. The College had been instructed to pay her salary otherwise they will have to face the consequences.

20. It appears that, thereafter, the Respondent No.1 had paid the salary to the Complainant from July, 2018 to November, 2018 on 1st December, 2018. Again the Ld. Advocate for the Complainant is right that the Respondent No. 1 had withheld the salary dues of the Complainant from July to October, 2018 without following any procedure, thereby indicating that the right of Complainant to receive her salary in time had been violated by the Respondent No. 1.

21. The salary dues of the Complainant from July, 2018 to October, 2018 were paid only on 1st December, 2018, alongwith the salary dues of November, 2018. Thus, there was delay of payments of 4 months salaries. The Commission finds that the Complainant had been deprived of her salary dues from July to October, 2018 without following the due procedure of law, by the

Respondent No. 1 and hence, the Commission holds that the Complainant is entitled for payment of interest on the delayed payments of her salary.

22. In **Ramesh R. Kurhade vs Financial Advisor and Chief Accounts Officer, Establishment Section, 2019 SCC Online Bom 1060**, where one of the grievances was of withholding salary of the employee, without authority of law, the Bombay High Court by Judgment dated on 20th June, 2019, directed the payment of simple interest at 7.5 % per annum to the Petitioner on the delayed payment of salary.

23. Guided by the above case law and in the facts of present case, the Commission holds that the Complainant would be entitled to 7.5% interest per annum on the delayed salary amounts from July to October, 2018 which were paid only on 1st December, 2018 i.e. for interest of 7.5% per annum on the delayed salary amounts (1) of 4 months on her salary of July, 2018, (2) of 3 months on her salary of August, 2018, (3) of 2 months on her salary of September, 2018 and (4) of 1 month on her salary of October, 2018.

24. Under Section 18(a)(i) of the Protection of Human Rights Act, 1993, where the inquiry discloses the Commission of violation of human rights, the Commission may recommend to the concerned Government or authority to make payment of compensation or damages to the Complainant as the Commission may consider necessary.

25. Accordingly, the Commission recommends that the Respondent No. 2 ensure that the Respondent No. 1 makes payments of the interest as calculated above to the Complainant within 30 days from today, towards compensation to the Complainant for the delayed payments of her salary.

In view of the above, the Proceedings stand disposed of.

Date : 22-03-2021.

Place : Panaji-Goa.

Sd/- 22-03-2021 (Justice U.V. Bakre) Chairperson, Goa Human Rights Commission.	Sd/- 22-03-2021 (Desmond D'Costa) Member, Goa Human Rights Commission.	Sd/- 22-03-2021 (Pramod V. Kamat) Member, Goa Human Rights Commission.
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Department of Labour

Order

No. 22/4/2001-Lab/Part-Vol-I/286

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/28(1)/2017/75 dated 07-06-2021, Government is pleased to promote Shri Bhalchandra U. Sinai Kenkre, Employment Counselling Officer to the post of Employment Officer (Group 'B' Gazetted) in Regional Employment Exchange, Office of the Commissioner, Labour and Employment, Panaji-Goa, on regular basis, in the pay scale of PB-2-Rs. 9,300-34,800/- + 4,600/- (Grade Pay) with corresponding scale at Level 7 in the VIIth Pay Commission Pay Structure with immediate effect.

The expenditure on pay and allowances shall be debited to the Budget Head 2230-Labour and Employment, 02-Employment Service, 101-Employment Services, 05-Setting up of Job Development and Vocational Guidance Unit (Non-Plan), 01-Salaries.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 22nd June, 2021.

Notification

No. 28/2/2021-LAB/Part-II/277

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 15-04-2021 in Ref. No. IT/47/02 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 18th June, 2021.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/47/02

Workmen, Shri Philip Fernandes &
Shri Vishnu Naik,
Rep. Gomantak Mazdoor Sangh,
Tisk, Ponda, Goa. ... Workmen/Party I
V/s

1. M/s. Cosmed Analytical and Central Services, CMM Bldg., Rua de Ourem, Panaji-Goa. ... Party II(1)
2. M/s. Cosmed Analytical and Central Services Pvt. Ltd., Rua-de-Ourem, Panjim-Goa. ... Party II(2)
3. M/s. Cosme Farma Laboratories Ltd., Dempo Towers, 5th Floor, Patto, Panaji, Goa. ... Party II(3)
4. M/s. Wallace Pharmaceuticals Pvt. Ltd., Dempo Towers, 3rd Floor, Patto, Panaji, Goa. ... Party II(4)
5. M/s. Beiersdorf (I) Ltd., Nirankal Road, Curti, Ponda, Goa. ... Party II(5)
6. M/s. Colfax Laboratories Ltd., Curti, Ponda, Goa. ... Party II(6)

Workman/Party I represented by Ld. Adv. Shri S. P. Gaonkar.

Employer/Party II(1) absent.

Employer/Party II(2) absent.

Employer/Party II(3) Ld. Adv. Shri P. Chawdikar.

Employer/Party II(4) represented by Ld. Adv. Shri S. M. Singbal.

Employer/Party II(5) represented by Ld. Adv. Shri G. K. Sardessai.

Employer/Party II(6) represented by Ld. Adv. Shri S. M. Singbal.

AWARD

(Delivered on this the 15th day of the month
of April of the year 2021)

By Order dated 11-07-2002, bearing No. 28/26/2002-LAB, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Cosmed Analytical and Central Services, Nirankal Road, Curti, Ponda-Goa in terminating the services of their workmen Shri Philip Fernandes and Shri Vishnu Naik with effect from 1-11-2001, is legal and justified?

(2) Whether the demands of workmen/Union to absorb them in the partner companies as per the terms of the understanding dated 30-4-1998 has been implemented?

(3) If not, to what relief the workmen are entitled?

2. It is a matter of record that Party II(2) to Party II(6) have been added to the reference during the course of the proceedings.

3. Upon receipt of the reference, it was registered as IT/47/2002 and registered A/D notices were issued to the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 3. The Party II(2) filed the written statement at Exh. 4, Party II(3) filed the written statement at Exh. 23, Party II(4) filed the written statement at Exh. 29 and Party II(5) filed the written statement at Exh. 24 and the Party II(6) filed the written statement at Exh. 27.

4. In short, the case of Party I is that the Party II(1) is a partnership firm formed by CMM Group of Companies to cater to the common services such as personal, engineering, security, quality control etc. The CACS was formed by companies namely; CFL Pharmaceuticals Pvt. Ltd. (ii) Wallace Pharmaceuticals Pvt. Ltd. and (iii) Beiersdorf India Pvt. Ltd. The personnel and administration was common and the personnel were on the rolls of CACS and they used to sign the wage settlements on all behalf. The service conditions and benefits such as pay scale and allowances were common and governed by common settlements. All the staff and workers of the group companies were unionized and several settlements were signed by the Union. The Party II in the month of February, 2000 issued a closure notice but due to intervention of Labour Commissioner it was withdrawn and thereafter Party II started harassing the workers including Party I workmen namely; Philip Fernandes and Vishnu Naik in several ways. The Party II although displayed a notice w.e.f. 01-11-2001 for closure notice, it was not a closure at all and normal working of common services were continued. The activities of the Company were taken over by M/s Wallace Pharmaceuticals Pvt. Ltd., thus it was clear that to avoid implementation of settlement, fake closure was declared and the services of the workmen were terminated and new workers were employed by the Management. The activities of Party I continued and the Companies agreed in the settlement dated 13-04-1999 that employees would be re-deployed and the Management will not resort to retrenchment however, the said terms were not implemented by the Management. The partners of Party II(1) are all liable, jointly and severally and therefore the demand of the workmen is legal and justified. The termination of the workmen namely; Philip

Fernandes and Vishnu Naik is illegal and they were unemployed with no source of income. Hence, they are entitled for relief claimed.

5. In the Written Statement, Party II(2)/M/s. Cosmed Analytical and Central Services Pvt. Ltd. submitted that the establishment of Party II is closed and all the workmen including Party I workmen were retrenched u/s 25-FFF and were paid compensation u/s 25-F of the Industrial Disputes Act. The Party II(2) suffered heavy losses and were forced to close down their establishment at Ponda and due to the closure of their undertaking, their workmen were retrenched and paid compensation. The Party II had to raise funds either by loan and or sale of its assets which it did to one of its erstwhile clients/M/s Wallace Pharmaceuticals Ltd. a Company not related with Party II(2). The entire case of Party I workmen is untenable and illegal and not maintainable under the law by virtue of Memorandum of Settlement dated 24-10-1998 which is in force. The alleged undertaking dated 30-04-1996 has no legal value and therefore Party I is not entitled for any reliefs.

6. In the Written Statement, the Party II(3)/M/s. Cosme Farma Laboratories Ltd., has submitted that the Party II(3) along with 12 other partners retired from CACS w.e.f. from 18-04-2000 and therefore they are not aware of what transpired in the employment of Party I workmen. However, the said employees had continued to remain after 18-04-2000 with the employment of reconstituted partnership firm CACS which was taken over by Mr. Carlos Menezes and CACS Pvt. Ltd. The alleged termination of the above workmen namely; Philip Fernandes and Vishnu Naik had taken place on 01-11-2001 after Party II(3) retired from partnership firm and therefore the alleged termination of the services of the workmen have no effect on Party II(3) and same cannot be binding and/or enforced against them, more specifically after 18-04-2000 when they have retired from CACS and therefore Party I workmen are not entitled for any relief.

7. In the Written Statement, the Party II(4)/M/s. Wallace Pharmaceuticals Pvt. Ltd., averred that there is no liability of Party II(4) towards the claim of Party I workmen since there never existed any relationship of employer and employee between Party I and Party II(4) as Party II (4) along with 12 other partners had retired from M/s CACS w.e.f. 18-04-2000 as per Deed of Retirement dated 18-04-2000. However, the said employees continued to remain in the services of M/s CACS which was operated by partners namely; Carlos Menezes and

CACS Pvt. Ltd. since they had taken over all assets and liabilities of CACS. The alleged termination of the workmen had taken place much after Party II (4) retired from the partnership firm. The retiring partners are not responsible or liable for any demand of the employees or workers or any other claim towards any statutory dues or liabilities of the erstwhile firm as per the said Deed of Retirement. There is no cause of action against Party II(4) and as such reference is not maintainable. No relief against Party II(4) therefore could be granted.

8. In the Written Statement, the Party II(5)/M/s. Beiersdorf (I) Ltd. claimed that there is no liability towards claim of the Party I workmen and there was no employer-employee relationship. The Party II(5) retired from the partnership by way of Deed of Retirement w.e.f. 18-04-2000 and as per the said Deed the retiring partners shall not be liable for demands of the employees and the workers by virtue of the earlier settlement or otherwise and the retiring partners shall not be liable or responsible towards any statutory dues or liabilities and consequent to the retirement of the Party II(5), they are absolved of all the liabilities and responsibilities of the erstwhile partnership. There was no employer-employee relationship between Party II(1) and Party II(5). The CACS was merely a service provider not only to Party II(5) but to other Companies too. The Party II(5) is a Company incorporated under Companies Act and there was no communality in the books of account vis-à-vis the other Companies and therefore Party I is not entitled for any relief.

9. In the Written statement, the Party II(6)/M/s. Colfax (India) Pvt. Ltd. stated that there is no liability towards the claim of the Party I workmen since there never existed any relationship of the employer-employee between Party II(1) and Party II(6). The Party II (6) along with 12 other partners retired from CACS w.e.f. 18-04-2000 and as per the said Deed of Retirement there cannot exist any such relationship however, the said employees continues to remain in the services of CACS which was operated by continuing partners namely; Carlos Menezes and CACS Pvt. Ltd. since they have taken over all the assets and liabilities of CACS after 18-04-2000. The alleged termination of workmen had taken place after they retired from partnership. They are not responsible or liable for any demand of the employees and workers by virtue of the Deed of Retirement. There is no cause of action against Party II(6) and as such the reference is not maintainable.

10. In the rejoinder at Exh. 5, Exh. 30, Exh. 31 and Exh. 32, the Party I denied the case put forth

by the Party II companies in their Written statements.

11. Based on the averments of the respective parties, the following issues were framed at Exh. 37 dated 21-01-2011.

1. Whether the Party I proves that the group of companies had agreed to absorb the workers on the roll as on 30-04-96?
2. Whether Party I proves that the closure is fake and to avoid implementation of terms of understanding dated 30-04-96?
3. Whether Party I proves that the termination of services of the workmen was in violation of understanding dated 30-04-96?
4. Whether the Party I proves that the group of companies are liable to absorb the workmen?
5. What relief? What Order?

12. In support of the claim, Party I examined its first witness, Shri Philip Fernandes and produced on record a copy of Minutes of Understanding dated 30-04-1996 at Exh. 47, copy of settlement dated 21-03-1992 at Exh. 48, copy of settlement dated 04-04-1995 at Exh. 49, copy of settlement dated 24-10-1998 at Exh. 50, copy of failure report dated 31-01-2002 at Exh. 51, copy of Appointment letter dated 11-03-1988 at Exh. 52, a copy of five pay slips of the workman at Exh. 53 Colly, a copy of Form VI regarding the change in the constitution of the firm CACS at Exh. 54 and a copy of document pertaining to changes made in the firm at Exh. 55. The Party I also examined Shri Vishnu Naik as second witness and produced on record a copy of appointment letter dated 17-01-1998 at Exh. 58, a copy of pay slips at Exh. 59 Colly, a copy of letter dated 23-03-2002 at Exh. 60, copy of letter dated 31-10-2001 at Exh. 61 and a copy of letter dated 01-10-2001 at Exh. 62. On the other hand, the Party II(4), M/s. Wallace Pharmaceuticals examined Shri Eurico Noronha as its witness and during cross-examination produced on record a copy of certificate dated 30-10-2012 at Exh. 69. The Party II(5), M/s Beiersdorf India Limited examined its witness Shri Praful Patil and produced on record a copy of public notice published in Gomantak dated 29-02-2000 at Exh. 72, a copy extract of register of Registrar of Firms at Exh. 73. The Party II(3), M/s CFL Pharmaceuticals Ltd., examined Shri Uday Deshpande as its witness. The Party II(6), Colfax Laboratories (India) Private Limited examined Ms. Elvina Noronha as witness and produced on record a copy of letter dated 23-09-2013 of closure notice of the Factory at Exh. 78.

13. Heard arguments. Notes of Written arguments came to be placed on record by the parties.

14. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Affirmative.
Issue No. 2	...	In the Affirmative.
Issue No. 3	...	In the Affirmative.
Issue No. 4	...	In the Affirmative.
Issue No. 5	...	As per final order.

REASONS

Issue No. 1:

15. It is an admitted fact that Party I workmen namely; Philip Fernandes and Vishnu Naik have been examined who claimed that they were employed by CACS. There is no dispute that CACS Firm was specifically formed to cater to common services required by the Partner Companies and that the Group used to sign common settlements with the Union. Exh. 47 is Minutes of Understanding between the Management of CMM Group and the workmen dated 30-04-96. Exh. 48 is the Memorandum of Settlement dated 21-03-1992 and Exh. 49 is the Memorandum of Settlement dated 04-04-1995 and Exh. 50 is the Memorandum of Settlement dated 24-10-1998 u/s 2(p) of the Industrial Disputes Act between the Employers of group of 10 companies and the Union. The said settlements clearly indicate that all the personal issues including wages etc. were handled together for and on behalf of all the group companies, who were the individual partners in the CACS Firm.

16. The terms of the Minutes of understanding at Exh. 47 clearly show that the workmen of CACS were transferred to individual Units and that Management agreed to absorb workers in the event of further decentralization in the same trade as far as possible and that the individual partner companies where employees are transferred had agreed to be given letters to that effect protecting their past service. It also shows that there was a move for decentralisation in the year 1993 and finally the Understanding dated 30-4-1996 was reached to absorb the workers in the individual partner companies and that some of the workers were absorbed. It is therefore clear that all the partners had agreed to absorb the workers as and when decentralization takes place. However, the said commitment has not be honoured by the partner companies and therefore, the workmen are justified in raising the dispute.

17. Learned Advocates for Party II have contended that the partners namely; Wallace Pharmaceuticals, Beiresdorf and Colfax Laboratories have retired from the partnership and that the partnership firm was dissolved in the year 2000 and the cause of action pertaining to the present reference is in the year 01-11-2001 and therefore the Parties who have already retired from the Firm cannot be made liable in order to grant relief as prayed as all the liabilities have been taken over by CACS Pvt. Ltd. as being the last partner before dissolution and since winding up petition is pending against CACS Pvt. Ltd., no Award can be passed. Learned Adv. Shri S. P. Gaonkar for Party I has submitted and rightly so that it is mandatory on the part of the Parties contending that they have retired from the partnership or that new partners have been added or that the Firm itself has been dissolved that the retirement, dissolution or addition of the partners must be proved by leading evidence of the procedure contemplated under the Partnership Act, 1932.

18. Needless to mention, the Deed of Retirement is not produced on record. Public notices and the notices in the Official Gazette which is mandatory for retirement, addition and dissolution as per Section 72 of the Partnership Act, 1932 has also not been produced on record and therefore in the absence of the above documents, the partnership firm continues to be in existence and all the partners are liable for such an act, notwithstanding their retirement, more so, when the addition of CACS Pvt. Ltd is not proved. The Hon'ble Allahabad High Court in the case of **Anil Kumar Singh V/s Kanak Prabha Dutta, 2003 ALL LJ 2015** has held that in the absence of retirement in the prescribed manner under the Act, the partners continued in the partnership.

19. It is also well settled in **the State of Kerala v/s Saroja, AIR 1987 KER 239** that when a partner pleads exemption from liability under Partnership Act he has to prove retirement, dissolution, addition etc. even if the other side does not dispute the same. It is therefore for all purposes, the firm continues to be in existence so does the liability of the partners. The addition of CACS Pvt. Ltd. having not been proved in accordance with the Partnership Act, they cannot be considered as newly added partners. There is also no effect of winding up of CACS Pvt. Ltd. as firstly it in no longer a Party. Moreover, the winding up of a Company does not affect a reference under the Industrial Disputes Act, 1947 as held in the case of **B. V. John v/s Coir Yarn and Textiles, AIR 1960 KER 247**.

20. There is no dispute that both the workers namely Philip Fernandes and Vishnu Naik have worked for more than one year continuously as seen from their Appointment Letters produced at Exh. 52 and Exh. 58 respectively. The said letters have been admittedly issued by CACS Firm. It is clear from the above documents that once the workman has completed one year of continuous service in terms of Section 25-B(1) of the Industrial Disputes Act, the Employer is bound to follow the mandate of Section 25 of Industrial Disputes Act. The Employer has not followed the said provisions of law in spite of the fact that the Party I workmen had worked more than one year of continuous service with CACS Firm and therefore the termination of the Party I workmen with effect from 1-11-2001 is bad, illegal and ab-initio void and therefore cannot be sustained. The Hon'ble High Court of Bombay in the case of **Deepali Gundu Surwase v/s Kranti Jr. Adhyapak, (2013) 10 SCC 324** has clearly laid down the effect of not following Section 25-F of the Industrial Disputes Act. Once the Party has satisfied that he has one year of continuous service, he automatically gets the protection of Section 25-F and cannot be removed unless retrenchment compensation is paid to him.

21. The Party I workmen have led their evidence in consonance with the Claim Statement, which has not been shaken. The witness Shri Eurico Noronha of Party II(4), Wallace has admitted that he joined in 2008 and is deposing based on records and that no dues were paid to the employees of CACS firm at the time of retirement of the company. Shri Praful Patil, witness of Party II(5), Beiersdorf has stated that he was not involved with the company prior to 2016 and did not know what services were being taken from CACS firm. Similarly, Uday Deshpande, witness of Party II(3), M/s CFL was also not involved with the Company and therefore the evidence of the above two witnesses pales into insignificance. Ms. Elvina Menezes, the witness of Party II(6), M/s Colfax, has deposed that she has not seen the documents mentioned by her in the affidavit and that she did not know who the partners of the partnership were. The evidence of Party II, partner companies is therefore irrelevant nor supports their case. The Party I workmen have clearly proved that the group of companies had agreed to absorb the Party I workmen on its roll as on 30-04-1996 in terms of the Memorandum of Understanding at Exh. 47 and therefore, the above issue has been satisfactorily proved by them. Hence, the issue No. 1 is answered in the affirmative.

Issue No. 2:

22. There is no dispute that the only closure notice referred to by the Parties is the one given by CACS Pvt. Ltd., Party II(2), which was admittedly withdrawn. The Party II(2) although has filed a Written Statement had not stepped into the witness box. The said Partner Company was not the employer of the Party I workmen nor any documents have been brought on record to show that it had taken over services of the workmen. In the instant case, the Partner Companies wanted to dissolve the firm but were bound by the settlement dated 30-04-1999 and because of this obligation of absorption which was upon them, they have made a claim of closure, retirement and dissolution, which have not been proved by the Party II partner companies. It is therefore the Party I sufficiently proved that the closure is fake to avoid implementation of the Understanding dated 30-04-1999. Hence, issue No. 2 is answered in the affirmative.

Issue No. 3:

23. There is no dispute that the Parties had entered into the Minutes of understanding dated 30-04-1999 at Exh. 47 and that the said terms of the Understanding have not been implemented by Party II group of partner companies, although it was specifically agreed that all the workmen on the rolls would be absorbed but the same was not followed. When the partnership was to be dissolved, the Understanding dated 30-04-1999 were to be honoured and therefore the termination/ refusal of employment by Party II group of partner companies is in violation of Understanding dated 13-04-1999 and therefore, Party I workmen have proved issue No. 3 in their favour.

Issue No. 4:

24. There is no dispute that both the workmen have worked for more than one year continuously as seen from their letters of appointment which are at Exh. 52 and 58 issued by CACS. There is no dispute that once the workman has completed one year continuous service in terms of 25-B(1), the Employer is bound to follow mandate of Section 25-F which CACS has not followed and therefore the termination of the Party I workmen from 1-11-2001 is illegal and void. Section 25-F of Industrial Disputes Act places an embargo upon an Employer and that they are barred from retrenching an employee who has been in continuous service for not less than one year. The workmen have shown that they were with the Group since 1988 and once the workmen proves

that they had actually worked for 240 days, it will be deemed to be continuous service for one year and therefore gets the protection of Section 25-F and hence cannot be removed unless retrenchment compensation have been paid to them.

25. It has been held in the case of **Sarita Melwani v/s Pallavi Talekar, 2008 (II) CLR 679** that under sub-section 1 of Section 25-B, there is no requirement to show actual working for 240 days. Once it is proved by the workmen than the Party II has failed to comply with Section 25-F of Industrial Disputes Act, the next question is on whom the liability of the workmen would be fastened. It is well settled that in a partnership firm each and every partner is liable jointly and severally u/s 32 of the Partnership Act and therefore the newly added Parties would be liable for any Award passed in the present reference. The contention of Advocates for Party II that since the partners have retired by Deed of Retirement dated 18-04-2000, there would be no liability towards any past claim cannot be accepted as u/s 32 of the Partnership Act the only way in which a partner can be discharged from his liability towards the third Party/workman would be by an agreement between him, the third Party and the remaining partners. There is no such agreement produced on record. It is also well settled in the case of **Syndicate Bank v/s R.S.R. Engineering Works and Ors. (2003) 6 SCC 265** that every partner is personally liable for the acts done by the partnership firm and therefore the Partner Company continue to be liable towards the claim of the workmen. Hence, all the partners are jointly and severally liable for the relief prayed by Party I and it is not open for partners to contend that the claim of workmen is limited to the assets and liabilities of the firm which is taken over by Party II(1). Hence, issue No. 4 is also answered in the affirmative.

Issue No. 5:

26. The Party II partners have admittedly not paid any retrenchment compensation nor notice given by them while terminating the services of Party I workmen. It is well settled that when the termination is illegal and that Party II Employer has not followed Section 25-F of the Industrial Disputes Act, the normal rule is that Party I workmen are entitled with reinstatement with full back wages and continuity of services. Learned Adv. Shri S. P. Gaonkar has submitted that the factors to be considered for the relief of reinstatement with full back wages for refusal of employment/termination are without following

Section 25-F, long service put in by the workmen, number of years took for litigation; that the workmen are unemployed, date of refusal; and that the Employer has not shown any evidence of employment on the part of the workmen.

27. There is no dispute so also Learned Advocates for Party II partners have submitted and rightly so that the Party I workmen namely; Philip Fernandes had claimed in his Affidavit dated 19-10-2011 that his age was 46 years then and as such said Philip Fernandes is presently about 56 years of age and has about two years of service left. Similarly, Vishnu Naik in his examination in chief has stated on 27-02-2015 that his age was 54 years then and as such he has completed 60 years of age and therefore he cannot be granted relief of reinstatement or absorption. There is no dispute that both the workmen had not been employed from the date of their termination as on 01-11-2001. The Party I workman namely, Philip Fernandes is therefore entitled for all the reliefs including reinstatement however, Party I workman namely Vishnu Naik is entitled for the relief except reinstatement. They are therefore entitled for the reliefs as stated above as they have been denied an opportunity to serve the Party II partner companies. Moreover, if the Minutes of understanding dated 30-04-1999 were honoured by the Employer, the Party I workmen would be working with any of the partner Companies, which has been denied to them and therefore they are entitled for the reliefs as stated above. Hence the above point is answered accordingly.

28. In the result, I pass the following:

ORDER

- (i) The reference stands partly allowed.
- (ii) It is hereby held that the action of the management of M/s. Cosmed Analytical and Central Services, Nirankal Road, Curti, Ponda-Goa in terminating the services of their workmen Shri Philip Fernandes and Shri Vishnu Naik with effect from 1-11-2001 is illegal and unjustified.
- (iii) The Party II(1) and its partner companies in the reference are jointly and severally directed to absorb Party I workman namely; Shri Philip Fernandes as per the terms of understanding dated 30-04-1998 and shall pay all the back wages including reinstatement and continuity of service.
- (iv) The Party II(1) and its partner companies in the reference are jointly and severally directed to pay Party I workman namely;

Shri Vishnu Naik, the retrenchment compensation as well as the back wages from the date of retrenchment till the date of superannuation.

- (v) The Party II(1) and its partner companies in the reference are jointly and severally directed to deposit back wages and the retrenchment compensation before the Tribunal with respect to Party I workman namely; Philip Fernandes and Vishnu Naik as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- (vi) Inform the Government accordingly.

Sd/-
(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

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Department of Personnel

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Order

No. 5/2/2017-PER/1152

Read: 1. Order No. 5/2/2017-PER/1136 dated 03-05-2021.

2. Corrigendum No. 5/2/2017-PER/1149 dated 04-05-2021.

The transfer and posting of Shri Sachin Desai, Deputy Collector and SDO, Mormugao with additional charge of Member Secretary, Ravindra Bhavan, Baina indicated at Sr. No. 3 in the order read at 1 in the preamble above and the corrigendum read at 2 shall be kept in abeyance until further orders.

Consequently, the transfer and posting of officers at Sr. No. 5 & 6 indicated in order read at 1 in the preamble above shall be kept in abeyance until further orders.

By order and in the name of the Governor of Goa.

Vishal Kundaikar, Under Secretary (Personnel-I).

Porvorim, 6th May, 2021.

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Order

No. 5/14/2018-PER/1487

Read: 1) Order No. 5/3/2017-PER dated 28-09-2017.

2) Order No. 5/7/2017-PER/3340 dated 08-11-2017.

3) Order No. 5/7/2017-PER/2823 dated 12-09-2018.

4) Order No. 5/4/2017-PER/2749 dated 30-10-2018.

5) Order No. 5/4/2017-PER/2778 dated 31-10-2018.

In terms of Rule 28 of the Goa Civil Service Rules, 2016 and on the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/12/42(10/2020/68 dated 07-06-2021, the Governor of Goa is pleased to declare the following Junior Scale Officers of Goa Civil Service, to have satisfactorily completed their period of probation in Junior Scale of Goa Civil Service and confirmed in the grade with effect from the date of their completion of probation period as mentioned against their names below, subject to any orders that may be passed by the Hon'ble High Court of Bombay at Panaji and the Hon'ble Supreme Court in Writ Petitions Nos. 568/2012, 616/2012 and in SLP (Civil) No. 14797-14798/2013, 20426/2013 and SLP (Civil) No. 003587/2018 respectively:-

Sr. No.	Name of the probationers	Date of completion of probation period
1	2	3
1.	Smt. Snehal Shivram Prabhu	02-12-2019
2.	Smt. Nayan Moroscar	02-12-2019
3.	Shri Vivek Krishna Naik	25-12-2019
4.	Shri Kuldeep Ulhas Arolkar	19-09-2020
5.	Shri Sachin Santosh Desai	24-09-2020
6.	Shri Premraj Krishnanath Shirodkar	19-09-2020
7.	Shri Pranab Gajanan Bhat	20-09-2020
8.	Shri Kabir Krishna Shirgaonkar (OBC)	27-09-2020
9.	Shri Sagar Babuli Gaude (ST)	30-09-2020
10.	Dr. Pooja M. Madkaikar	01-11-2020
11.	Shri Vikas S. Kamble	13-11-2020
12.	Shri Nilesh Kushta Dhaigodkar (ST)	12-11-2020
13.	Shri Pritidas Upasso Gaonkar (ST)	01-11-2020
14.	Shri Mangaldas Budho Gaonkar (ST)	13-11-2020

By order and in the name of the Governor of Goa.

Vishal Kundaikar, Under Secretary (Personnel-I).

Porvorim, 21st June, 2021.

Order

No. 6/13/2011-PER/1512

Read: 1) Order No. 5/2/2017-PER/1136 dated 03-05-2021.

2) Corrigendum No. 5/2/2017-PER/1149 dated 04-05-2021.

3) Order No. 5/2/2017-PER/1152 dated 06-05-2021.

The order read at preamble at Sr. No. (3) stands withdrawn with immediate effect.

Accordingly, the transfer and posting of officers as indicated at Sr. No. (3), (5) & (6) respectively in the order and the corrigendum read in preamble at Sr. No. (1) & (2) shall come into effect immediately.

By order and in the name of the Governor of Goa.

Vishal Kundaikar, Under Secretary (Personnel-I).
Porvorim, 22nd June, 2021.

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Department of Planning, Statistics & Evaluation

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Directorate of Planning, Statistics & Evaluation

Order

No. DPSE/III/GIFT/120/2020/1006

The Government of Goa is pleased to constitute 'Goa Institution for Future Transformation' (GIFT) with immediate effect from the date of publication of this Notification in the Official Gazette.

The Chairman of GIFT shall be the Hon'ble Chief Minister. The functioning of GIFT is to be on par with the NITI Aayog and will be backed up with Article 309 of the Constitution of India for attaining autonomy.

By order and in the name of the Governor of Goa.

Dr. Y. Durga Prasad, Director & ex officio Joint Secretary.

Porvorim, 31st May, 2021.

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Department of Public Health

Order

No. 23/20/2014-I/PHD/Part V/1366

Read: Government Order No. 23/20/2014-I/PHD/Part IV/888 dated 26-04-2021.

In view of reduced caseload of COVID-19 cases, all the Dispensaries under E.S.I. are hereby allowed to function with immediate effect. Consequent to which, the Doctors including paramedical,

non-medical staff etc. shall report to their respective Dispensaries under supervision of the Commissioner of Labour and Employment at the earliest after being relieved by the Dean, Goa Medical College.

By order and in the name of the Governor of Goa.

Vikas S. N. Gaunekar, Additional Secretary (Health).

Porvorim, 17th June, 2021.

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Department of Social Welfare

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Directorate of Social Welfare

Order

No. 13/7/2020/BC/SWD/NCSC/835

In pursuance to the directions issued by the National Commission for Scheduled Castes, Government of India, New Delhi vide their letter No. 39/Misc-2/IGR Committee/2020/SSW-I dated 29-07-2020, the Government of Goa is pleased to constitute a State Level Internal Grievance Redressal Committee in order to redress internal grievances related to service/employment of scheduled caste employees to various Government Department/Autonomous Bodies coming under the administrative control of Government of Goa.

- | | |
|-----------------------------|----------------|
| i) Shri Nikhil Desai | — Chairperson. |
| ii) Dr. Uday N. Kudalkar | — Member (SC). |
| iii) Smt. Sneha S. Morajkar | — Member (SC). |
| iv) Shri Harish Adconkar | — Member. |
| v) Shri Rajan Satardekar | — Member (SC). |

By order and in the name of the Governor of Goa.

Umeshchandra Joshi, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 18th June, 2021.

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Department of Tourism

Order

No. 4/4(6-4)/State Committee/21-DT/653

The Government of Goa is pleased to re-constitute the State Level Marketing and Promotion Committee under the Chairmanship of Hon'ble Tourism Minister comprising of following members:

Sr. No.	Name/Designation	Particulars
1	2	3
1.	Hon. Dy. C. M./Minister for Tourism	— Chairman.

1	2	3
2.	Chairman—GTDC	— Vice-Chairman.
3.	Secretary (Tourism)	— Member.
4.	Managing Director—GTDC	— Member.
5.	President—Travel & Tourism Association of Goa	— Member.
6.	President, Shack Owners Welfare Society-Goa	— Member.
7.	Mr. Nand-Gopal Kudchadkar, c/o LPK Waterfront, Nerul	— Member.
8.	Mr. Sunder Advani, Chairman & Managing Director, Advani Hotels and Resorts (India) Limited	— Member.
9.	Mr. Rohit Salgaonkar, Guirim, Vancio Wada, Mapusa, Bardez, Goa	— Member.
10.	Director of Tourism	— Member Secretary.

The State Level Marketing and Promotion Committee (SLMPC) shall have the following functions:

- a) The SLMPC shall be, for all purpose a recommendatory body to the Government and shall render all help and assistance for deciding matters relating to promotion and marketing activities of Goa Tourism. As such, all the decisions of the SLMPC shall be subject to approval by the Government.
- b) The execution of the events and activities under the promotion and marketing shall be carried out by the Department of Tourism. Government may, however, allot any specific event or activity to Goa Tourism Development Corporation for execution.
- c) The SLMPC shall finalise and recommend to the Government a calendar of events for the annual year with probable estimates alongwith with a list of stand by events upto 80% of the annual budget allocation on account of the promotion and marketing. Such calendar of events shall be finalised for the period from the month of June of the current year to the month of May in the succeeding year. In respect of balance 20% of the annual budgetary allocation. It shall be open for the Government to decide on

the events to be participated and activities to be undertaken in respect of promotion and marketing of Goa Tourism.

- d) The SLMPC shall decide upon and recommend for the empanelment of various agencies for execution of scope of work of the activities under promotion and marketing of Goa Tourism subject to fulfilment of necessary codal formalities.
- e) The SLMPC shall finalise branding plans and marketing strategies for Goa Tourism and all other promotional and marketing related matters.
- f) The SLMPC may appoint special invitees, nominees, experts as and when required subject to approval of the Government.
- g) The SLMPC shall set the procedures and finalise the standards for undertaking promotion and marketing activities of Goa Tourism.
- h) The SLMPC will be at a liberty to set its own procedures such as constituting sub-committees and take necessary decisions in order to evolve effective and strategic branding campaign for Goa Tourism, so that the Goan tourism industry derives maximum benefit of promotion and marketing exercise.
- i) The committee will meet minimum 5 times in a year.
- j) The valid quorum for the meeting the committee shall be six members.
- k) The President Travel and Tourism Association of Goa, shall be the ex officio member of the Committee.
- l) The tenure of the other non-official members of the committee shall be for three years with effect from its constitution/ reconstitution as the case may be, which may be extended by the Government for a further period of maximum one year. Non-official members once nominated may be repeated for another term with Government approval. Government may, however, remove, substitute or replace any such nominated member at any point of time, if felt necessary to do so.

- m) The nominated non-official members on the SLMPC will be paid sitting fees as per the Government notified rates and travelling as per actual expenditure subject to a maximum of Rs. 1,500/- on the day of sitting of the SLMPC.

Menino D'Souza, Director (Tourism).

Panaji, 28th June, 2021.

Corrigendum

No. 4/4(6-4)/State Committee/20-DT/619

Read: Order No. 4/4(6-4) State Committee/
/2017-DT/750 dated 29-06-2017.

The para (k) referred in above order dated 29-06-2017 may be read as under:

- k) The tenure of the non-official members of the committee shall be for three years with effect from its constitution/reconstitution as the case may be, which may be extended by the Government for a further period of maximum one year. Non-official members once nominated may be repeated for another term with Government approval. Government may, however, remove, substitute or replace any such nominated member at any point of time, if felt necessary to do so.

Menino D'Souza, Director (Tourism).

Panaji, 25th June, 2021.

Department of Urban Development (Municipal Administration)

Notification

No. 10/487/2018-DMA/949

In pursuance to Government approval to the Supreme Court Order dated 9-3-2016 on behalf of the Petitioner, Animal Welfare Board of India on Special Leave Petition (Civil) No. 691 in the matter of Animal Welfare Board of India (Petitioner) v/s People for Elimination of Stray Troubles and Others (Respondents). It is recommended that a State Monitoring Committee be set up at the State/Union territory level in all States and Union territories across the country. The constitution of the State

Monitoring Committee includes the following members:-

1. Secretary (UD) — Chairperson.
2. Secretary (AH) — Member.
3. Secretary (Health) — Member.
4. (i) Sarpanch, Kudne Panchayat — Member.
(ii) Panch, Sancoale Panchayat — Member.
5. Commissioner, CCP — Member.
6. Representative of the Animal Welfare Board of India — Member.
7. (i) President, Akhil Gomantak — Member.
Goseva Sangh, Valpoi-Goa
(ii) Co-ordinator, Dhyan — Member.
Foundation
8. (i) Chairperson, Curchorem- — Member.
Cacora Municipal Council
(ii) Chairperson, Bicholim — Member.
Municipal Council
9. President, People for Animals, — Member.
Directorate of Animal Husbandry & Veterinary Services,
Patto, Panaji-Goa
10. Deputy Director, Directo- — Member.
rate of Animal Husbandry &
Veterinary Services,
Patto, Panaji-Goa

Functions of the State Monitoring Committee:

- (i) The setting up of Animal Birth Control Monitoring Committees at the local authority levels as required by the Animal Birth Control (Dogs) Rules, 2001.
- (ii) Developing a comprehensive district wise plan (including but not limited to infrastructure, budget, etc.), for dog population management in urban and rural areas throughout the State.
- (iii) Enlisting ABC Implementing Agencies that can implement the comprehensive local authority/district-wise plan as per the Animal Birth Control (Dogs) Rules and are possessed of the requisite training and experience. And are duly recognized by the Animal Welfare Board of India. This may include the Animal Husbandry Department of the State working in consultation with and the under the technical guidance of the AWBI, or animal welfare organizations recognized by the AWBI.

- (iv) Where adequate ABC implementing Agencies are not available, the State Monitoring and Implementation Committee shall set up a Special Purpose Vehicle (SPV) within the State Animal Husbandry Department to act as the ABC Implementing Agency. In each such case the ABC implementing Agency will undergo training at an AWBI designated training establishment, and embark upon the program only once the training has been completed.
- (v) Ensuring that the requisite infrastructure is set up, and other capital costs (including but not limited to fully furnished ABC facilities/campuses with ambulances and equipment), and all other expenses for successfully running an animal birth control program, including manpower costs, are made available to the ABC Implementing Agencies from the local authorities, and reimbursed in a timely manner as required by Rule 6 of the Animal Birth Control (Dogs) Rules.

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio Additional Secretary (Municipal Administration/Urban Development).

Panaji, 24th June, 2021.

Department of Women & Child Development

Directorate of Women & Child Development

Notification

No. 1-125-2006-DWCD-PART/1734

In exercise of the powers conferred under Rule 16 (2) of the Goa State Commission for Protection of Child Rights Rules, 2010, the Government of Goa is hereby pleased to constitute a committee, consisting of the following for the purpose of the said Rule, with immediate effect to exercise the powers relating to financial transaction of the Commission except in cases, which require prior approval of the Government.

- | | | |
|--------------------------|---|--------------|
| 1. Mr. Peter Borges | — | Chairperson. |
| 2. Secretary (GSCPCR) | — | Member. |
| 3. Mr. Balaji S. Mayekar | — | Member. |

By order and in the name of the Governor of Goa.

Deepali Naik, Director & ex officio Joint Secretary (Women and Child Development).

Panaji, 25th June, 2021.

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